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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 ESTATE OF JOSEPH TRACY IV, by
12 and through his successors in interest,
13 GINA TRACY and JOSEPH TRACY
14 III; GINA TRACY and JOSEPH
15 TRACY III, individually,

16 Plaintiffs,

17 v.

18 RIVERSIDE POLICE DEPARTMENT,
19 a public entity, CITY OF RIVERSIDE,
20 a public entity; HEMET POLICE
21 DEPARTMENT, a public entity; ART
22 PAEZ, individually; RICHARD KERR;
23 and DOES 1 through 10, inclusive,

24 Defendants.

Case No. 5:23-cv-02641-JGB-DTB

[Hon. Jesus G. Bernal, District Judge;
Hon. David T. Bristow, Magistrate
Judge]

~~[PROPOSED]~~ PROTECTIVE
ORDER RE CONFIDENTIAL
DOCUMENTS

Complaint Filed: 12/29/2023
Trial Date: 09/07/2025

NOTE CHANGES MADE BY THE
COURT

25 PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for
26 Entry of Protective Order re Confidential Documents”), and pursuant to the Court’s
27 inherent and statutory authority, including but not limited to the Court’s authority
28 under the applicable Federal Rules of Civil Procedure and the United States District
Court, Central District of California Local Rules; after due consideration of all of
the relevant pleadings, papers, and records in this action; and upon such other
evidence or argument as was presented to the Court; Good Cause appearing
therefor, and in furtherance of the interests of justice,

1 IT IS HEREBY ORDERED that:

2 **1. SCOPE OF PROTECTION.**

3 The protections conferred by the parties' Stipulation and this Order cover not
4 only Protected Material/Confidential Documents (as defined above), but also (1) any
5 information copied or extracted from Protected Material; (2) all copies, excerpts,
6 summaries, or compilations of Protected Material; and (3) any testimony,
7 conversations, or presentations by Parties or their Counsel that might reveal
8 Protected Material. However, the protections conferred by the parties' Stipulation
9 and this Order do *not* cover the following information: (a) any information that is in
10 the public domain at the time of disclosure to a Receiving Party or becomes part of
11 the public domain after its disclosure to a Receiving Party as a result of publication
12 not involving a violation of this Order, including becoming part of the public record
13 through trial or otherwise; and (b) any information known to the Receiving Party
14 prior to the disclosure or obtained by the Receiving Party after the disclosure from a
15 source who obtained the information lawfully and under no obligation of
16 confidentiality to the Designating Party.

17 The Definitions section of the parties' associated Stipulation (§ 2) is
18 incorporated by reference herein.

19 **Any use of Protected Material at trial shall be governed by the Orders of**
20 **the trial judge: this Stipulation and its associated Protective Order do(es) not**
21 **govern the use of Protected Material at trial.**

22 **A. PURPOSES AND LIMITATIONS.**

23 Disclosure and discovery activity in this action are likely to involve
24 production of confidential, proprietary, or private information for which special
25 protection from public disclosure and from use for any purpose other than
26 prosecuting or defending this litigation would be warranted. Accordingly, the
27 parties have stipulated to and petitioned the court to enter the following Order.

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1 The parties have acknowledged that this Order does not confer blanket
2 protections on all disclosures or responses to discovery and that the protection it
3 affords extends only to the specified information or items that are entitled, under the
4 applicable legal principles, to treatment as confidential.

5 The parties further acknowledge, as set forth below, that this Order creates no
6 entitlement to file confidential information under seal, except to the extent specified
7 herein; the applicable Central District Local Rules forth the procedures that must be
8 followed and reflects the standards that will be applied when a party seeks
9 permission from the court to file material under seal.

10 Nothing in this Order shall be construed so as to require or mandate that any
11 Party disclose or produce privileged information or records that could be designated
12 as Confidential Documents/Protected Material hereunder.

13 **2. DURATION OF PROTECTION.**

14 Even after final disposition of this litigation, the confidentiality obligations
15 imposed by this Order shall remain in effect (1) unless the information designated
16 confidential was admitted into evidence at the time of trial, or (2) until Parties agree
17 otherwise in writing or a court order otherwise directs.

18 Final disposition shall be deemed to be the later of (1) dismissal of all claims
19 and defenses in this Action, with or without prejudice; and (2) final judgment herein
20 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
21 reviews of this Action, including the time limits for filing any motions or
22 applications for extension of time pursuant to applicable law.

23 **3. DESIGNATION OF PROTECTED MATERIAL/CONFIDENTIAL**
24 **DOCUMENTS.**

25 3.1. Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or non-party that designates information or items for protection
27 under the parties' Stipulation and this Order must take care to limit any such
28 designation to specific material that qualifies under the appropriate standards. A

1 Designating Party must take care to designate for protection only those parts of
2 material, documents, items, or oral or written communications that qualify – so that
3 other portions of the material, documents, items or communications for which
4 protection is not warranted are not swept unjustifiably within the ambit of this
5 Order.

6 Mass, indiscriminate, or routine designations are prohibited. Designations
7 that are shown to be clearly unjustified, or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber or inhibit the case development process, or
9 to impose unnecessary expenses and burdens on other parties), expose the
10 Designating Party to sanctions.

11 If it comes to a Party's or a non-party's attention that information or items
12 that it designated for protection do not qualify for protection at all, or do not qualify
13 for the level of protection initially asserted, that Party or non-party must promptly
14 notify all other parties that it is withdrawing the mistaken designation.

15 (a) Redaction of Confidential Information: Peace Officer Personnel
16 Records. Considering the privacy concerns contained in the personnel and Internal
17 Investigation Records, the producing party is permitted to redact the names and
18 personal identifying information (such as social security numbers, dates of birth,
19 driver's license number, home address, telephone numbers, financial and credit
20 histories, medical and psychological information) for any non-defendant officers,
21 third party witnesses, and any other persons identified in such records.

22 3.2. Manner and Timing of Designations. Except as otherwise provided in
23 this Order, or as otherwise stipulated or ordered, material that qualifies for
24 protection under this Order must be clearly so designated before the material is
25 disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (apart from transcripts of
28 depositions or other pretrial or trial proceedings, and regardless of whether produced

1 in hardcopy or electronic form), that the Producing Party affix the legend
2 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
3 or portions of the material on a page qualifies for protection, the Producing Party
4 also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins) and must specify, for each portion that it is
6 “CONFIDENTIAL.” The placement of such “CONFIDENTIAL” stamp on such
7 page(s) shall not obstruct the substance of the page’s (or pages’) text or content.

8 A Party or Non-Party that makes original documents or materials available for
9 inspection need not designate them for protection until after the inspecting Party has
10 indicated which material it would like copied and produced. During the inspection
11 and before the designation, all of the material made available for inspection shall be
12 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
13 documents it wants copied and produced, the Producing Party must determine which
14 documents, or portions thereof, qualify for protection under this Order. Then,
15 before producing the specified documents, the Producing Party must affix the
16 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
17 portion or portions of the material on a page qualifies for protection, the Producing
18 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
19 markings in the margins).

20 (b) for testimony given in deposition or in other pretrial or trial
21 proceedings, that the Party or non-party offering or sponsoring the testimony
22 identify on the record, before the close of the deposition, hearing, or other
23 proceeding, all protected testimony, and further specify any portions of the
24 testimony that qualify as “CONFIDENTIAL.” When it is impractical to identify
25 separately each portion of testimony that is entitled to protection, and when it
26 appears that substantial portions of the testimony may qualify for protection, the
27 Producing Party may invoke on the record (before the deposition or proceeding is
28 concluded) a right to have up to twenty (20) days to identify the specific portions of

1 the testimony as “CONFIDENTIAL.” Only those portions of the testimony that are
2 appropriately designated as “CONFIDENTIAL” for protection within the 20 days
3 shall be covered by the provisions of the parties’ Stipulation and this Protective
4 Order.

5 Transcript pages containing Protected Material must be separately bound by
6 the court reporter, who must affix to each such page the legend “CONFIDENTIAL,”
7 as instructed by the Producing Party.

8 (c) for information produced in some form other than documentary, and for
9 any other tangible items (including but not limited to information produced on disc
10 or electronic data storage device), that the Producing Party affix in a prominent
11 place on the exterior of the container or containers in which the information or item
12 is stored the legend “CONFIDENTIAL.” If only portions of the information or item
13 warrant protection, the Producing Party, to the extent practicable, shall identify the
14 protected portions, specifying the material as “CONFIDENTIAL.”

15 3.3. Inadvertent Failures to Designate. If timely corrected (preferably,
16 though not necessarily, within 30 days of production or disclosure of such material),
17 an inadvertent failure to designate qualified information or items as
18 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
19 secure protection under the parties’ Stipulation and this Order for such material. If
20 material is appropriately designated as “CONFIDENTIAL” *after* the material was
21 initially produced, the Receiving Party, on timely notification of the designation,
22 must make reasonable efforts to assure that the material is treated in accordance
23 with the parties’ Stipulation and this Order.

24 3.4. Alteration of Confidentiality Stamp Prohibited. A Receiving Party
25 shall not alter, edit, or modify any Protected Material so as to conceal, obscure, or
26 remove a “CONFIDENTIAL” stamp or legend thereon; nor shall a Receiving Party
27 take any other action so as to make it appear that Protected Material is not subject to
28 the terms and provisions of the parties’ Stipulation and this Order. However,

nothing in this section shall be construed so as to prevent a Receiving Party from challenging a confidentiality designation subject to the provisions of section 4, *infra*.

4. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

4.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

4.2. Meet and Confer. Prior to challenging a confidentiality designation, a Challenging Party shall initiate a dispute resolution process by providing written notice of each specific designation it is challenging, and describing the basis (and supporting authority or argument) for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of this Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue, either in person, telephonically, or by other comparable means, but *not* by correspondence) within 14 days of the date of service of notice.

In conferring, the Challenging Party must explain the specific basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and

1 confer process in a timely manner.

2 Frivolous challenges, and those challenges made for an improper purpose
3 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may
4 expose the Challenging Party to sanctions.

5 4.3. Judicial Intervention. If the Parties cannot resolve a confidentiality
6 challenge without court intervention, the Challenging Party shall file and serve a
7 motion to remove confidentiality (under the applicable rules for filing and service of
8 discovery motions) within 14 days of the parties agreeing that the meet and confer
9 process will not resolve their dispute, or by the first day of trial of this matter,
10 whichever date is earlier – unless the parties agree in writing to a longer time.

11 The parties must strictly comply with the applicable Central District Local
12 Rules (including the joint statement re discovery dispute requirement) in any motion
13 associated with this Protective Order.

14 Each such motion must be accompanied by a competent declaration affirming
15 that the movant has complied with the meet and confer requirements imposed in the
16 preceding paragraph. In addition, the Challenging Party may file a motion
17 challenging a confidentiality designation at any time if there is good cause for doing
18 so, including a challenge to the designation of a deposition transcript or any portions
19 thereof. Any motion brought pursuant to this provision must be accompanied by a
20 competent declaration affirming that the movant has complied with the meet and
21 confer requirements imposed by the preceding paragraph.

22 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party, regardless of whether the Designating Party is the moving party
24 or whether such Party sought or opposes judicial intervention. Frivolous challenges,
25 and those made for an improper purpose (e.g., to harass or impose unnecessary
26 expenses and burdens on other parties) may expose the Challenging Party to
27 sanctions. Unless the Designating Party has waived the confidentiality designation
28 by failing to oppose a motion to remove confidentiality as described above, all

1 parties shall continue to afford the material in question the level of protection to
2 which it is entitled under the Producing Party's designation until the court rules on
3 the challenge.

4 4.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a
5 Designating Party may remove Protected Material/Confidential Documents from
6 some or all of the protections and provisions of the parties' Stipulation and this
7 Order at any time by any of the following methods:

8 (a) Express Written Withdrawal. A Designating Party may withdraw a
9 "CONFIDENTIAL" designation made to any specified Protected
10 Material/Confidential Documents from some or all of the protections of the parties'
11 Stipulation and this Order by an express withdrawal in a writing signed by such
12 Party (or such Party's Counsel, but not including staff of such Counsel) that
13 specifies and itemizes the Disclosure or Discovery Material previously designated as
14 Protected Material/Confidential Documents that shall no longer be subject to all or
15 some of the provisions of the parties' Stipulation and Order. Such express
16 withdrawal shall be effective when transmitted or served upon the Receiving Party.
17 If a Designating Party is withdrawing Protected Material from only some of the
18 provisions/protections of the parties' Stipulation and this Order, such Party must
19 state which specific provisions are no longer to be enforced as to the specified
20 material for which confidentiality protection hereunder is withdrawn: otherwise,
21 such withdrawal shall be construed as a withdrawal of such material from all of the
22 protections/provisions of the parties' Stipulation and this Order;

23 (b) Express Withdrawal on the Record. A Designating Party may
24 withdraw a "CONFIDENTIAL" designation made to any specified Protected
25 Material/ Confidential Documents from all of the provisions/protections of the
26 parties' Stipulation and this Order by verbally consenting in court proceedings on
27 the record to such withdrawal – provided that such withdrawal specifies the
28 Disclosure or Discovery Material previously designated as Protected

1 Material/Confidential Documents that shall no longer be subject to any of the
2 provisions of the parties' Stipulation and this Order. A Designating Party is not
3 permitted to withdraw Protected Material from only some of the protections/
4 provisions of the parties' Stipulation and this Order by this method;

5 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
6 Designating Party shall be construed to have withdrawn a "CONFIDENTIAL"
7 designation made to any specified Protected Material/Confidential Documents from
8 all of the provisions/protections of the parties' Stipulation and this Order by either
9 (1) making such Protected Material/Confidential Records part of the public record –
10 including but not limited to attaching such as exhibits to any filing with the court
11 without moving, prior to such filing, for the court to seal such records; or (2) failing
12 to timely oppose a Challenging Party's motion to remove a "CONFIDENTIAL"
13 designation to specified Protected Material/Confidential Documents.

14 Nothing in the parties' Stipulation and this Order shall be construed so as to
15 require any Party to file Protected Material/Confidential Documents under seal,
16 unless expressly specified herein.

17 **5. ACCESS TO AND USE OF PROTECTED MATERIAL.**

18 5.1. Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a non-party in connection with this
20 case only for preparing, prosecuting, defending, or attempting to settle this litigation
21 – up to and including final disposition of the above-entitled action – and not for any
22 other purpose, including any other litigation or dispute outside the scope of this
23 action. Such Protected Material may be disclosed only to the categories of persons
24 and under the conditions described in the parties' Stipulation and this Order. When
25 the above entitled litigation has been terminated, a Receiving Party must comply
26 with the provisions of section 9, below (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a location
28 and in a secure manner that ensures that access is limited to the persons authorized

1 under the parties' Stipulation and its Order.

2 5.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
3 otherwise ordered by the Court or permitted in writing by the Designating Party, a
4 Receiving Party may disclose any information or item designated CONFIDENTIAL
5 only to:

6 (a) the Receiving Party's Outside Counsel of record in this action, as well
7 as employees of such Counsel to whom it is reasonably necessary to disclose the
8 information for this litigation;

9 (b) the officers, directors, and employees (including House Counsel) of the
10 Receiving Party to whom disclosure is reasonably necessary for this litigation – each
11 of whom, by accepting receipt of such Protected Material, thereby agree to be bound
12 by the parties' Stipulation and this Order;

13 (c) Experts (as defined in the parties' Stipulation and this Order) of the
14 Receiving Party to whom disclosure is reasonably necessary for this litigation – each
15 of whom, by accepting receipt of such Protected Material, thereby agree to be bound
16 by the parties' Stipulation and this Order;

17 (d) court reporters, their staffs, and Professional Vendors to whom
18 disclosure is reasonably necessary for this litigation – each of whom, by accepting
19 receipt of such Protected Material, thereby agree to be bound by the parties'
20 Stipulation and this Order;

21 (e) during their depositions, witnesses in the action to whom disclosure is
22 reasonably necessary – each of whom, by accepting receipt of such Protected
23 Material, thereby agree to be bound by the parties' Stipulation and this Order. Pages
24 of transcribed deposition testimony or exhibits to depositions that reveal Protected
25 Material may not be disclosed to anyone except as permitted under the parties'
26 Stipulation and this Protective Order.

27 (f) the author or custodian of a document containing the information that
28 constitutes Protected Material, or other person who otherwise possessed or knew the

1 information.

2 5.3. Notice of Confidentiality. Prior to producing or disclosing Protected
3 Material/Confidential Documents to persons to whom the parties' Stipulation and
4 this Order permits disclosure or production (see section 5.2, *supra*), a Receiving
5 Party shall provide a copy of the parties' Stipulation and Order to such persons so as
6 to put such persons on notice as to the restrictions imposed upon them herein: except
7 that, for court reporters, Professional Vendors, and for witnesses being provided
8 with Protected Material during a deposition, it shall be sufficient notice for Counsel
9 for the Receiving Party to give the witness a verbal admonition (on the record, for
10 witnesses) regarding the provisions of the parties' Stipulation and this Order and
11 such provisions' applicability to specified Protected Material at issue.

12 5.4. Reservation of Rights. Nothing in the parties' Stipulation and this
13 Order shall be construed so as to require any Producing Party to designate any
14 records or materials as "CONFIDENTIAL." Nothing in the parties' Stipulation or
15 this Order shall be construed so as to prevent the admission of Protected Material
16 into evidence at the trial of this action, or in any appellate proceedings for this
17 action, solely on the basis that such Disclosure or Discovery Material has been
18 designated as Protected Material/Confidential Documents. Notwithstanding the
19 foregoing, nothing in the parties' Stipulation or this Order shall be construed as a
20 waiver of any privileges or of any rights to object to the use or admission into
21 evidence of any Protected Material in any proceeding; nor shall anything herein be
22 construed as a concession that any privileges asserted or objections made are valid
23 or applicable.

24 Nothing in the parties' Stipulation or this Order shall be construed so as to
25 prevent the Designating Party (or its Counsel or custodian of records) from having
26 access to and using Protected Material designated by that Party in the manner in
27 which such persons or entities would typically use such materials in the normal
28 course of their duties or profession – except that the waiver of confidentiality

provisions shall apply (see section 4.4(c), *supra*).

5.5. Requirement to File Confidential Documents Under Seal. Confidential Documents may be submitted in all law and motion proceedings before the Court if done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or United States District Court, the Central District of California Local (as applicable) and pursuant to the provisions of the parties' Stipulation and this Order. If any Receiving Party attaches any Confidential Documents to any pleading, motion, or other paper to be filed, lodged, or otherwise submitted to the Court, such Confidential Document(s) shall be filed/lodged under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or the applicable United States District Court, Central District of California Local Rules to the extent applicable.

However, this paragraph (§ 5.5) shall not be construed so as to prevent a Designating Party or counsel from submitting, filing, lodging, or publishing any document it has previously designated as a Confidential Document without compliance with this paragraph's requirement to do so under seal (i.e., a producing-disclosing party or counsel may submit or publish its own Confidential Documents without being in violation of the terms of the parties' Stipulation and this Protective Order).

Furthermore, a Receiving Party shall be exempted from the requirements of this paragraph as to any specifically identified Confidential Document(s) where – prior to the submission or publication of the Confidential Document(s) at issue – the Designating Party of such specifically identified Confidential Document(s) has waived/withdrawn the protections of the parties' Stipulation and this Order (pursuant to paragraph 4.4, *supra*).

A Receiving Party shall also be exempt from the sealing requirements of this paragraph (§ 5.5) where the Confidential Documents/Protected Material at issue is/are **not** documents, records, or information regarding:

- (1) private, personal information contained in peace officer personnel files

1 (such as social security numbers, driver's license numbers or comparable personal
2 government identification numbers, residential addresses, compensation or pension
3 or personal property information, credit card numbers or credit information, dates of
4 birth, tax records and information, information related to the identity of an officer's
5 family members or co-residents, and comparable personal information about the
6 officer or his family);

7 (2) any internal affairs or comparable investigation by any law
8 enforcement agency into alleged officer misconduct; and/or

9 (3) the medical records or records of psychiatric or psychological treatment
10 of any peace officer or party to this action.

11 Nothing in this paragraph shall be construed to bind the Court or its
12 authorized staff so as to limit or prevent the publication of any Confidential
13 Documents to the jury or factfinder, at the time of trial of this matter, where the
14 Court has deemed such Confidential Documents to be admissible into evidence.

15 **6. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION.**

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this action as
19 "CONFIDENTIAL," that Party must:

20 (a) promptly notify in writing the Designating Party, preferably (though
21 not necessarily) by facsimile or electronic mail. Such notification shall include a
22 copy of the subpoena or court order at issue;

23 (b) promptly notify in writing the party who caused the subpoena or order
24 to issue in the other litigation that some or all of the material covered by the
25 subpoena or order is subject to the parties' Stipulation and this Protective Order.
26 Such notification shall include a copy of the parties' Stipulation and this Protective
27 Order; and

28 (c) cooperate with respect to all reasonable procedures sought to be

1 pursued by all sides in any such situation, while adhering to the terms of the parties’
2 Stipulation and this Order.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as “CONFIDENTIAL” before a determination by the court from which the
6 subpoena or order issued, unless the Party has obtained the Designating Party’s
7 permission. The Designating Party shall bear the burden and expense of seeking
8 protection in that court of its confidential material – and nothing in these provisions
9 should be construed as authorizing or encouraging a Receiving Party in this action
10 to disobey a lawful directive from another court.

11 The purpose of this section is to ensure that the affected Party has a
12 meaningful opportunity to preserve its confidentiality interests in the court from
13 which the subpoena or court order issued.

14 **7. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

15 **7.1. Unauthorized Disclosure of Protected Material.**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
17 Protected Material to any person or in any circumstance not authorized under the
18 parties’ Stipulation and this Order, the Receiving Party must immediately:

- 19 (a) notify in writing the Designating Party of the unauthorized disclosures;
20 (b) use its best efforts to retrieve all copies of the Protected Material;
21 (c) inform the person or persons to whom unauthorized disclosures were
22 made of all the terms of this Order; and
23 (d) request such person or persons consent to be bound by the Stipulation
24 and this Order.

25 **7.2. Inadvertent Production of Privileged or Otherwise Protected Material.**

26 When a Producing Party gives notice to Receiving Parties that certain inadvertently
27 produced material is subject to a claim of privilege or other protection, the obligations
28 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure

1 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
2 established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
4 parties reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product protection, the
6 parties may incorporate their agreement in the stipulated protective order submitted
7 to the court.

8 **8. PUBLICATION OF PROTECTED MATERIAL PROHIBITED.**

9 8.1. Filing of Protected Material.

10 Without advance written permission from the Designating Party, or a court
11 order secured after appropriate notice to all interested persons, a Receiving Party
12 may not file in the public record in this action any Protected Material. A Party that
13 seeks to file under seal any Protected Material must comply with the applicable
14 Federal and Local Rules.

15 8.2. Public Dissemination of Protected Material.

16 A Receiving Party shall not publish, release, post, or disseminate Protected
17 Material to any persons except those specifically delineated and authorized by the
18 parties' Stipulation and this Order (see section 5, *supra*); nor shall a Receiving Party
19 publish, release, leak, post, or disseminate Protected Material/Confidential
20 Documents to any news media, member of the press, website, or public forum
21 (except as permitted under this Order regarding filings with the court in this action
22 and under seal).

23 **9. FINAL DISPOSITION.**

24 Unless otherwise ordered or agreed in writing by the Producing Party, within
25 thirty (30) days after the final termination of this action (defined as the dismissal or
26 entry of judgment by the above named court, or if an appeal is filed, the disposition
27 of the appeal), upon written request by the Producing Party, each Receiving Party
28 must return all Protected Material to the Producing Party – whether retained by the

1 Receiving Party or its Counsel, Experts, Professional Vendors, agents, or any non-
2 party to whom the Receiving Party produced or shared such records or information.

3 As used in this subdivision, “all Protected Material” includes all copies,
4 abstracts, compilations, summaries or any other form of reproducing or capturing
5 any of the Protected Material, regardless of the medium (hardcopy, electronic, or
6 otherwise) in which such Protected Material is stored or retained.

7 In the alternative, at the discretion of the Receiving Party, the Receiving Party
8 may destroy some or all of the Protected Material instead of returning it – unless
9 such Protected Material is an original, in which case, the Receiving Party must
10 obtain the Producing Party’s written consent before destroying such original
11 Protected Material.

12 Whether the Protected Material is returned or destroyed, the Receiving Party
13 must submit a written certification to the Producing Party (and, if not the same
14 person or entity, to the Designating Party) within thirty (30) days of the
15 aforementioned written request by the Designating Party that specifically identifies
16 (by category, where appropriate) all the Protected Material that was returned or
17 destroyed and that affirms that the Receiving Party has not retained any copies,
18 abstracts, compilations, summaries or other forms of reproducing or capturing any
19 of the Protected material (in any medium, including but not limited to any hardcopy,
20 electronic or digital copy, or otherwise).

21 Notwithstanding this provision, Counsel are entitled to retain an archival copy
22 of all pleadings, motion papers, transcripts, legal memoranda filed with the court in
23 this action, as well as any correspondence or attorney work product prepared by
24 Counsel for the Receiving Party, even if such materials contain Protected Material;
25 however, any such archival copies that contain or constitute Protected Material
26 remain subject to this Protective Order as set forth in Section 2, above. This court
27 shall retain jurisdiction in the event that a Designating Party elects to seek court
28 sanctions for violation of the parties’ Stipulation and this Order.

1 **10. MISCELLANEOUS.**

2 10.1. Right to Further Relief. Nothing in the parties' Stipulation or this
3 Order abridges the right of any person to seek its modification by the Court in the
4 future.

5 10.2. Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order pursuant to the parties' Stipulation, no Party waives any right it
7 otherwise would have to object to disclosing or producing any information or item
8 on any ground not addressed in the parties' Stipulation or this Order. Similarly, no
9 Party waives any right to object on any ground to use in evidence any of the material
10 covered by the parties' Stipulation and this Protective Order.

11 The provisions of the parties' Stipulation and this Protective Order shall be in
12 effect until further Order of the Court.

13 **IT IS SO ORDERED.**

14
15 Dated: November 8, 2024



Hon. David T. Bristow
United States Magistrate Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 801 S. Figueroa St, 15th Floor, Los Angeles, CA 90017-3012.

On November 7, 2024, I served true copies of the following document(s) described as **[PROPOSED] PROTECTIVE ORDER RE CONFIDENTIAL DOCUMENTS** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on November 7, 2024, at Los Angeles, California.



Rhea Mercado

SERVICE LIST

Estate of Joseph Tracy IV et al v. Riverside Police Department et al.
Case No. 5:23-cv-02641-JGB-DTB

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